



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF ENVIRONMENTAL
RESPONSE AND REMEDIATION

Brent H. Everett
Director

1266094 - R8 SDMS

ERRC-129-10

July 8, 2010

Vaughn Burbidge
Forestdale Investments, LLC
911 South Rio Grande
Salt Lake City, Utah 84111

Jim Seaberg
Sundborn, LLC
978 Woodoak Lane
Salt Lake City, Utah 84117

RE: Park City Business Center Subdivision, Lower Silver Creek, VCP Site #C071, Park City, UT

Dear Mr. Burbidge and Mr. Seaberg:

The Utah Department of Environmental Quality (UDEQ) has completed review of the Voluntary Cleanup Program Application for the Park City Business Center, Lower Silver Creek Subdivision located at 4006 through 4665 North Forestdale Drive, Park City, Summit County, Utah. Based on the information included with the application, the UDEQ accepts the site into the Voluntary Cleanup Program (VCP).

Enclosed with this acceptance letter is a standardized Voluntary Cleanup Agreement that the UDEQ is prepared to sign. In order to effectively operate the VCP with the resources available, the UDEQ has standardized the agreement in order to avoid negotiations on a site-specific basis. The Voluntary Cleanup Agreement is simply designed to facilitate a relationship between the parties involved in the interest of characterizing and remediating impacted property in a timely and efficient manner.

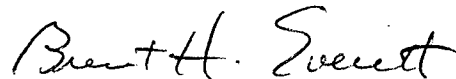
Please note that the VCP is entirely voluntary and, as such, the Applicant may withdraw from the program or terminate the agreement at any time and for any reason in a manner consistent with the statute.

The Environmental Assessment (EA) submitted in conjunction with the VCP Application is currently being reviewed. The UDEQ's comments on the document will be submitted under separate cover in the near future.

It is requested that the enclosed agreement be signed as soon as possible such that the investigation and remediation of the site may proceed as quickly and efficiently as possible. Please send the signed agreement to Elizabeth Palmer-Yeomans of my staff at the letterhead address.

Should you have any questions regarding this letter, the agreement or the voluntary cleanup process, please contact Ms. Palmer-Yeomans at (801) 536-4092.

Sincerely,

A handwritten signature in cursive script that reads "Brent H. Everett".

Brent H. Everett, Director
Division of Environmental Response and Remediation

BHE/EAY/eds

Enclosure(s)

cc: Steve Jenkins, Summit County Public Health Department
Kathryn Hernandez, U.S. Environmental Protection Agency, Region VIII
Richard D. Burbidge, Attorney at Burbidge, Mitchell & Gross

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

VOLUNTARY CLEANUP PROGRAM AGREEMENT

I. INTRODUCTION

A. This Agreement is entered into voluntarily by Forestdale Investments, LLC and Sundborn, LLC, hereby referred to as "Applicant," and the Executive Director of the Utah Department of Environmental Quality (UDEQ). This Agreement is not and shall not be construed as an admission of any liability under the Utah Solid and Hazardous Waste Act or any other law or as a waiver of any defense to such liability. No approval hereunder or receipt of funds hereby shall be taken as a warranty as to sufficiency or efficacy of the response action. The purpose of this Agreement is to detail the obligations and functions of each party related to the voluntary cleanup process at the Park City Business Center Subdivision, Lower Silver Creek, located at 4006 through 4665 North Forestdale Drive, Park City, Summit County, Utah ("Site"), Voluntary Cleanup Program (VCP) number C071.

B. The activities conducted by the Applicant under this Agreement are subject to approval by the UDEQ. The activities by the Applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents. Applicant shall employ sound scientific, engineering and construction practices.

II. STATEMENT OF ELIGIBILITY

A. The Executive Director has determined that the application submitted by the Applicant is complete and that the Applicant is eligible to participate in the VCP established under Title 19, Chapter 8 of the Utah Code. If the Executive Director determines that the Applicant withheld or misrepresented information that would be relevant to the Applicant's eligibility, the Executive Director may exercise the right to withdraw from this Agreement.

III. PARTIES BOUND

A. This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries, and assigns and upon the UDEQ, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this agreement unless the Applicant or the UDEQ withdraws from this Agreement.

B. The Applicant shall provide a copy of this Agreement to any subsequent owners or successors and shall provide written notice to the UDEQ before ownership rights are transferred during the term of this Agreement. The notice of transfer shall include the name, address and

telephone number of the purchaser and the anticipated date of the transfer. The notice of transfer does not constitute a notice of termination unless the intent to terminate is expressly stated. The Applicant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement or within 14 days of the date of retaining their services.

C. This Agreement may be assigned to subsequent owners with the discretionary consent of the Executive Director.

IV. DEFINITIONS

A. "Site" means the area described in the VCP application, of which the legal description is attached and incorporated herein as Exhibit A.

V. ADDRESSES FOR ALL CORRESPONDENCE

A. Documents, including workplans, reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by facsimile, certified mail, return receipt requested, hand delivery, overnight mail or by courier service to the following addresses or to such addresses as the Applicant or the UDEQ may designate in writing.

B. Documents to be submitted to the UDEQ should be sent to:

UDEQ Representative:

Elizabeth Palmer-Yeomans
Brownfields/Voluntary Cleanup Program
Division of Environmental Response and Remediation
P.O. Box 144840
195 North 1950 West, 1st Floor
Salt Lake City, Utah 84114-4840
Phone Number: (801) 536-4092
Facsimile Number: (801) 536-4242

C. Documents to be submitted to the Applicant should be sent to:

Applicant Representatives:

Vaughn Burbidge
Forestdale Investments, LLC
911 South Rio Grande
Salt Lake City, UT 84111
Phone Number: (801) 355-6677
Facsimile Number: (801) 355-2341

Jim Seaberg
Sundborn, LLC
978 Woodoak Lane
Salt Lake City, UT 84117
Phone Number: (801) 474-7000

VI. COMPLIANCE WITH APPLICABLE LAWS

A. All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation and Resource Conservation and Recovery Act and Utah groundwater regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances and regulations, the Applicant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by the UDEQ. Federal requirements shall be followed if they are the more/most stringent. However, as provided in Utah Code Ann. Section 19-8-114, a state or local environmental permit shall not be required, although the Applicant must coordinate with ongoing federal and state hazardous waste programs and must comply with the substantive requirements of an otherwise required state permit. Where it is determined that a permit is required under federal law, the Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all federal permits required under federal law, including but not limited to permits required under programs delegated to the State, which are necessary for the performance of any work hereunder.

VII. APPLICABLE STATUTES AND RULES

A. With the exception of the permit requirements identified in paragraph VI.A above, the VCP rules and the rules promulgated pursuant to the statutes identified in Exhibit "B" are specifically designated as being directly applicable for the Site and must be followed. Other statutes and rules may subsequently be designated as applicable by the UDEQ to the extent that conditions discovered at the Site would be governed by such other rules.

VIII. SUBMITTALS AND SCHEDULES

A. The Applicant shall submit a quarterly status report, which details activities completed for the previous quarter and those planned for the upcoming quarter. The Applicant's representative and the UDEQ's representative shall communicate and provide each other with frequent status updates via telephone, written correspondence, e-mail and/or other accepted means such that the parties are aware of the current project status and dates for pertinent activities/milestones, including specific deliverables, field activities and review/project schedules.

B. The schedule for submittals and reviews shall be as follows (NOTE: The time frames and process specified below may be modified or adjusted to meet the objectives of the project with the UDEQ's approval).

Within 45 days of receipt of the UDEQ's Environmental Assessment (EA) review comments, the Applicant shall address the comments and submit to the UDEQ a proposed Site Characterization Workplan (workplan) and schedule for the characterization of the Site and the subsequent delineation of the nature and extent of contamination.

Within 45 days after receipt of the proposed workplan, the UDEQ will approve the proposed workplan in writing or provide the Applicant with comments requesting any further information that may be required to complete the workplan. The parties will work together to finalize the document. The approved workplan should be implemented as soon as possible after the UDEQ acceptance of the document.

In accordance with the project schedule, the Applicant shall submit a Site Characterization Report (report) detailing the results of investigation activities conducted in conjunction with the approved workplan. The Site Characterization Report shall document the investigation activities and include recommendations based upon the results of the characterization.

The UDEQ shall review the Site Characterization Report, agree or disagree with the Applicant's recommendation(s) and provide the Applicant with comments regarding the report. The parties shall work together to finalize the document should changes be necessary. The Applicant may need to submit multiple workplans and reports to document the characterization activities and delineation of the nature/extent of contamination.

If the characterization demonstrates that contaminants have been released on and potentially migrated off Site above Maximum Contaminant Levels (MCLs) or, if MCLs do not exist, other published standards, the Applicant shall adequately delineate the extent of contamination for the purposes of evaluating the risk, managing the on Site and off Site contaminant impact and potentially remediating the impact. The delineation shall be completed in conjunction with the characterization activities and documented in the report.

Upon successful completion of the Site characterization, the parties shall determine if further action(s), including remediation and/or on-going monitoring is necessary for the land use specified in the agreement and any off Site contaminant impact/migration. If further action(s) is warranted, the Applicant shall submit a Remedial Action Plan (RAP) proposing activities to address the contamination and all known areas contributing to the contamination. The decision to remediate and monitor the Site will be evaluated in part based on the risk, the extent of contamination, the contaminants of concern and the applicant's future land use. At a minimum, the RAP shall propose a remedy to address the areas of concern, achieve Site specific cleanup goals and make provisions for public comment on the remedy. The Applicant can choose to conduct a Site specific risk assessment or cleanup to generic screening criteria. Risk-based cleanups are acceptable under the VCP and cleanups are tied to land use. The RAP should be implemented as soon as possible after public comments, if any, have been addressed and the UDEQ accepts the document.

Upon completion of the remedial action(s), the Applicant shall submit a Final Report/Remedial Action Report documenting, among other items, that the RAP was implemented as proposed and that the Site specific cleanup goals have been achieved, the areas of concern have been addressed and the terms of the VCP agreement have been successfully completed. The UDEQ shall work with the

Applicant to finalize the document. It is possible that multiple workplans and reports may be necessary to document the voluntary cleanup.

It is acceptable to conduct the assessment and cleanup in a phased approach under the VCP. The objectives of the phased approach should meet the criteria specified in the Agreement. If additional phases are necessary in order to characterize, remediate and document the remediation of the Site and any contaminants that may have been released on and potentially migrated off Site, the Applicant shall submit an additional workplan(s) and schedule(s) to adequately address the contamination for the purposes of completing the voluntary cleanup of the Site. A report(s) shall be submitted after the implementation of each workplan(s) documenting the results of the field activities. The review of the workplan(s) and report(s) shall be conducted as described above and the UDEQ will review and approve all proposed workplans and reports in writing or provide the Applicant with comments requesting further information that may be necessary to complete the documents.

In addition, the UDEQ will issue a letter to acknowledge completion of the characterization and cleanup of Lot 27/28 (PCBC-B-1, 2.99 acres), Lot 5 (PCBC-5, 0.93 acres), Lot 20 (PCBC-20, 2.00 acres), Lot 26 (PCBC-26, 1.70 acres), Lot 9 (PCBC-9, 1.15 acres), and Lot 10 (PCBC-10, 2.10 acres), in accordance with the Voluntary Cleanup Program prior to issuing a Certificate of Completion. The UDEQ will not issue any additional letters providing this type of acknowledgment for other phases but will instead issue a single Certificate of Completion once the entire Site has been characterized and cleaned up.

If residual soil and/or groundwater contamination remains at the Site and/or the neighboring property above an established standard or goal after completion of the Applicant's characterization and remedial action, the Applicant shall submit a Site Management Plan (SMP) detailing how the remaining contamination will be managed. Among other items, the SMP should include provisions for risk management, for groundwater monitoring, if necessary, for the continued evaluation of the effectiveness of the remedy and for the development of a Contingency Plan in the event that the proposed remedy is not effective and further corrective actions are necessary to address the contamination. The SMP should also include provisions for continued access to monitor compliance with the terms of the document and to reimburse the UDEQ for oversight costs incurred during the review of pertinent information related to the implementation of the SMP.

The accepted workplan(s), schedule(s) and report(s) as outlined above shall be incorporated as part of this Agreement as set forth herein and shall document the work that the Applicant is proposing in order to characterize, remediate and manage residual contamination at the Site in accordance with the land use established in the Voluntary Cleanup Agreement. The UDEQ will collect split and oversight samples during the terms of this Agreement to evaluate the Applicant's sampling protocol and to confirm the data reported during the characterization, remediation and management phases of the project. The Applicant will be required to pay the oversight costs, among other costs detailed in Section XIII, associated with the sampling, processing, and laboratory analysis.

If one or more of the characterization activities, requirements and/or deliverables described above have been completed prior to the applicant's application to the VCP and entry into an agreement or are not relevant to the project, the parties may proceed to the next general phase of the project with concurrence from the UDEQ.

Upon successful completion of the voluntary cleanup that adequately addresses the contamination, whether on Site and/or off Site, the Applicant will be issued a Certificate of Completion (COC) for the Site consistent with the Definitions section of this Agreement which provides for a liability release to certain applicants under conditions stipulated in the statute. Responsible parties are not eligible for the release of liability accompanying the COC. The COC is transferable under certain conditions allowed by the statute.

C. The Applicant's proposed future land use is described fully below:

The Site will consist of a business park and undeveloped land (Parcel # PCBC-35, 31.60 acres).

The Site, including the undeveloped land, will meet the standards of Richardson Flats OU2. The land use at the business park will be consistent with the industrial/commercial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The industrial/commercial worker exposure scenario is described as: exposure to adults to incidental ingestion and dermal contact to hazardous constituents for duration of 25 years at a frequency of 250 days/year for 8 hours/day. Future uses of the Site will be limited to industrial and commercial uses, including sales offices and warehouses. The undeveloped land will remain open space.

Commercial industries that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the facility are not approved as future uses of the business center or the undeveloped land. Commercial industries that would expose children to hazardous constituents at the business center or undeveloped land for extended periods of time (such as day care and school facilities) are also not approved as future uses of the Site. Residential uses are not approved. Uses that are not approved as stated above would be inappropriate and unacceptable. Additional investigation and possible remediation would be required and the Voluntary Cleanup Agreement/COC amended before the Site could be used for uses that are not approved.

Groundwater will not be accessed via wells, pits or sumps for drinking water, bathing and/or irrigation purposes. If residual soil or groundwater contamination above an established standard or goal remains at the Site or on neighboring properties as a result of a release from the Site, the Certificate of Completion shall require the Applicant to implement and maintain the appropriate monitoring, institutional control and risk management requirements outlined in a Site Management Plan (SMP). A contingency plan will be incorporated into the SMP to ensure that the integrity of the Site will be maintained upon the completion of remedial activities. The contingency plan will also address potential failures of the remedy.

IX. DESIGNATED PROJECT MANAGER

A. On or before the effective date of this Agreement, the UDEQ and the Applicant shall each designate a project manager. Each project manager shall be responsible for overseeing the implementation of this Agreement. The UDEQ project manager will be the UDEQ designated representative for the Site. To the maximum extent possible, communications between the Applicant and the UDEQ and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During implementation of this Agreement, the project managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing within five (5) days of the change.

X. ACCESS

A. To the extent that the Site or other areas where work is to be performed hereunder is presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain, or shall use its best efforts to obtain, access agreements from the present owners. Best efforts shall include at a minimum, a certified letter from Applicant to the present owner of such property requesting access agreements to permit Applicant, the UDEQ and their authorized representative's access to such property. Any such access agreements shall be incorporated by reference into this Agreement. Such agreements shall provide access for the UDEQ and authorized representatives of the UDEQ, as specified below. In the event that such access agreements are not obtained, the Applicant shall so notify the UDEQ, which may then, at its discretion, assist the Applicant in gaining access.

B. The Applicant grants authorized representatives of the UDEQ irrevocable access to the Site and other areas where work is to be performed during the period this Agreement is in effect. The UDEQ shall provide the Applicant a list of its authorized representatives. The Applicant shall also permit the UDEQ's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to the subject matter of this Agreement and over which the Applicant exercises control. All persons with access to the site pursuant to this Agreement shall comply with submitted health and safety plans. The UDEQ does not approve health and safety plans.

XI. DISPUTE RESOLUTION

A. This section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted. It should be noted, that the Executive Director or the Applicant may terminate the Agreement as provided for in Section 19-8-109 Utah Code Ann.

B. The parties shall use their best effort to, in good faith, resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the

parties are unable to resolve informally, the complaining party may present written notice of such dispute to the other party and set forth specific points of dispute and the position of the complaining party. This written notice shall be submitted no later than five (5) calendar days after the complaining party discovers the project managers are unable to resolve the dispute. The complaining party's project manager shall notify the other party's project manager immediately by phone or other appropriate methods of communication prior to written notice, when he/she believes the parties are unable to resolve a dispute.

C. Within ten (10) days of receipt of such a written notice, the party who received the written notice shall provide a written response to the complaining party setting forth its position and the basis therefore. During the five (5) calendar days following the receipt of the response, the parties shall attempt to negotiate in good faith a resolution of their differences. If during this negotiation period, the party who received the notice of dispute concurs with the position of the complaining party, the party who received the notice of dispute shall notify the complaining party in writing and this Agreement shall be modified to include any necessary extensions of time or variances of work.

D. Following the expiration of the previously described time periods, if no resolution of the disputed issue(s) has been reached, the party who received the written notice of dispute or a designee, shall make a written determination regarding the dispute, based upon and consistent with the terms of this Agreement, and shall provide such written determination to the other party.

E. At this juncture, if dispute resolution fails, and either or both parties exercise their right to withdraw from the Agreement by giving 15 days advance written notice to the other, only those costs incurred or obligated by the UDEQ before notice of termination of the Agreement are recoverable under the Agreement.

XII. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

A. During the term of this Agreement, the UDEQ will not bring an action against Applicant for any violations of statutes or regulations for the specific violations or releases that are being remediated by this Agreement or for costs or injunctive relief relating to the contamination addressed by this Agreement, unless the Applicant withdraws from this Agreement prior to completion of the cleanup. The applicable statute of limitations shall be tolled pending completion of the cleanup or termination of the Agreement. A responsible party who has successfully completed this Agreement shall be given a Certificate of Completion as provided in Section 19-8-111 of the Utah Code. Non-responsible party Applicants have a release from liability upon issuance of the Certificate of Completion subject to statutory conditions in Utah Code Section 19-8-113.

B. The UDEQ and the Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation, not a party to this Agreement for any liability it may have arising out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to or from the Site. The parties to this agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Agreement, and as to each other for matters not covered hereby.

D. The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than the UDEQ found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.

XIII. ADMINISTRATIVE COSTS

A. The Applicant agrees to reimburse the UDEQ for all of its costs associated with implementation of this Agreement in accordance with Utah Code Ann. Section 19-8-108.

B. The UDEQ will track all costs to the UDEQ for review and oversight activities related to the Site and provide monthly invoices to the Applicant, per this Agreement for said costs. If the UDEQ costs are less than the application fee set forth in the fee schedule the remaining balance in the Site account will not be refunded. The Applicant shall pay these invoiced costs to the UDEQ within 30 days after the date the Applicant receives notice that these costs are due and owing. If payment is not made within thirty days, the UDEQ may request that the attorney general bring action to recover all costs allowed by law.

C. Checks shall be made payable to the Utah Department of Environmental Quality and be mailed along with a transmittal letter stating the Site name, VCP number, and addressed to the Utah Department of Environmental Quality; Division of Environmental Response and Remediation, Attention: Voluntary Cleanup Program, P.O. Box 144840, Salt Lake City, Utah, 84114-4840.

D. In the event that this Agreement is terminated for any reason, the Applicant agrees to reimburse the UDEQ for all costs incurred or obligated by the UDEQ before notice of termination of the Agreement.

XIV. NOTICE OF BANKRUPTCY

A. Upon filing a voluntary bankruptcy petition, the Applicant shall notify the UDEQ of the filing of the petition. In the case of an involuntary bankruptcy petition, Applicant shall give notice to the UDEQ as soon as it acquires knowledge of such petition.

XV. INDEMNIFICATION

A. The Applicant agrees to indemnify and save and hold the State of Utah, its agencies, successors, departments, agents, and employees, harmless from any and all claims, damages, or causes of action arising from, or on account of, the negligent acts or omissions of the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries, and assigns in carrying out the activities pursuant to this Agreement.

XVI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

A. The effective date of this Agreement shall be the date on which this Agreement is signed by the Executive Director of the UDEQ or his/her authorized representative.

B. This Agreement may be amended by mutual agreement of the UDEQ and the Applicant. Amendments shall be in writing and shall be effective when signed by the Executive Director of the UDEQ or his/her authorized representative.

XVII. TERMINATION AND SATISFACTION

A. The provisions of the Agreement shall be satisfied when the UDEQ gives the Applicant written notice in the form of a Final Certificate of Completion that the Applicant has demonstrated to the UDEQ's satisfaction that all terms of this Agreement have been completed, including the selection and implementation of a remedial action, when appropriate.

B. Nothing in the Agreement shall restrict the State of Utah from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

C. Either party may terminate this Agreement by giving 15 days advance written notice to the other party. The applicant shall remain responsible for all costs reasonably incurred or obligated by UDEQ prior to UDEQ's receipt or issuance of the Notice of Termination.

XVIII. SIGNATURES

APPLICANT:

FORESTDALE INVESTMENTS, LLC

By: _____
(signature of authorized representative)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the Applicant.

NOTARY PUBLIC

Residing At: _____

My Commission Expires: _____

APPLICANT:

SUNDBORN, LLC

By: _____
(signature of authorized representative)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the Applicant.

NOTARY PUBLIC

Residing At:

My Commission Expires: _____

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
(signature of authorized representative)

Name: Brent H. Everett

Date: _____

Title: Director - Division of Environmental
Response and Remediation

STATE OF UTAH)
)
) :ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the UDEQ.

NOTARY PUBLIC

Residing At: _____

My Commission Expires: _____

List of Attachments:

Exhibit A: Address and Legal Property Description

Exhibit B: List of Applicable Statutes and Rules

EXHIBIT A.

**PARK CITY BUSINESS CENTER SUBDIVISION
LOWER SILVER CREEK
LEGAL PROPERTY DESCRIPTION**

**PARK CITY BUSINESS CENTER SUBDIVISION, LOWER SILVER CREEK
VCP SITE**

Parcel: File No. 11372-CA

Property Address:

4006 through 4665 North Forestdale Drive
Park City, Summit County, Utah 84098

Legal Description:

A portion of the NW $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$ of Section 35, Township 1 South, Range 4 East, Salt Lake Base and Meridian, located in Park City, Utah, more particularly described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 35, T1S, R4E, SLB&M; thence South 00°03'42" East along the $\frac{1}{4}$ Section Line 2,668.85 feet to the center $\frac{1}{4}$ corner of said Section 35; thence South 12°56'38" East 13.31 feet; thence South 27°16'02" East 466.75 feet to the North corner of that Real Property described in Deed Book 1336 page 757 of the Official Records of Summit County located North 89°52'38" West along the Section Line 2,659.48 feet and North 2,659.52 feet from the Southeast Corner of Section 35, T1S, R4E, SLB&M; thence South 11°39'22" West 236.14 feet; thence South 28°56'39" West 135.94 feet; thence South 43°38'43" West 229.34 feet to the easterly line of a Frontage Road incident to U.S. Highway 40; thence northwesterly along the arc of a 5,629.55 foot radius non-tangent curve (radius bears: North 51°01'19" East) 841.70 feet through a central angle of 8°34'00" (Chord: North 34°41'41" West 840.92 feet); thence North 30°24'42" West 249.37 feet to a point on a fence line of the Salt Lake Pipeline Company described in Deed Book 1687 Page 339 of the Official Records of Summit County; thence along said Deed the following 3 (three) courses: South 65°00'00" East 66.35 feet; thence North 24°58'55" East 49.36 feet; thence North 64°03'00" West 141.34 feet to said Frontage Road; thence North 30°24'42" West along said Frontage Road 2,269.86 feet; thence North 89°40'51" West along said Frontage Road 2,269.86 feet; thence North 89°40'51" East 472.96 feet along the South Line of that Real Property described in Deed Book 1036, Page 484 of the Official Records of Summit County; thence North 00°19'09" West along said Deed 377.15 feet to the South Line of that Real Property described in Deed Book 1765 Page 1261 of the official Records of Summit County; thence North 89°40'51" East along said Deed 1.08 feet; thence North 00°19'09" West along said deed 282.85 feet to the North Line of Section 35; thence North 89°40'51" East along the Section Line 1,381.78 Feet to the Point of Beginning.

Contains: **90.10 ± acres.**

Dated June 5, 2007

Dennis P. Carlisle, Professional Land Surveyor No. 172675

End of Legal Description.

EXHIBIT B.

PARK CITY BUSINESS CENTER SUBDIVISION LOWER SILVER CREEK LIST OF APPLICABLE STATUTES AND RULES

List of Applicable Statutes and Rules

Utah Code Ann. 19-6-401 *et seq.* (Underground Storage Tank Act and rules promulgated there under (Utah Admin Code R310))

Utah Code Ann. 19-6-101 *et seq.* (Solid and Hazardous Waste Act and rules promulgated there under (Utah Admin Code R 315))

Utah Code Ann. 19-5-101 *et seq.* (Water Quality Act and rules promulgated there under (Utah Admin Code R317))

Utah Code Ann. 19-2-101 *et seq.* (Utah Air Quality Act and rules promulgated there under (Utah Admin Code R307))

Utah Code Ann. 57-25-101 *et seq.* (Uniform Environmental Covenants Act)

40 CFR Part 50 subpart M (Clean Air Act) Asbestos Containing Material

40 CFR Part 50 subpart FF (Clean Air Act) Treatment of Benzene Contaminated Wastes

National Contingency Plan, 40 CFR §§ 300.1 *et seq.* (The Applicant and the Department acknowledge that the Department does not have regulatory authority over the NCP. Nonetheless, the Applicant intends to comply with the NCP and to self police its compliance. The Department intends to cooperate with the Applicant in its efforts to comply with the NCP.)

Summit County, Utah, Ordinance No. 692: "An Ordinance Requiring Establishing the Lower Silver Creek Soils Temporary Overlay Zone to Inform the Citizens and Property Owners of the Presence of Impaired Soils and Water and to Require Soils Study and Remediation."



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF ENVIRONMENTAL
RESPONSE AND REMEDIATION

Brent H. Everett
Director

ERRC-130-10

July 8, 2010

Jeff Schoenbacher
Environmental Coordinator
Building Department
Park City Municipal Corporation
1255 Iron Horse Drive
P.O. Box 1480
Park City, Utah 84060

Robert Jasper
Summit County Manager
60 North Main
Coalville, Utah 84017

RE: Triangle Parcel, Lower Silver Creek, VCP Site #C069, Park City, UT

Dear Mr. Schoenbacher and Mr. Jasper:

The Utah Department of Environmental Quality (UDEQ) has completed review of the Voluntary Cleanup Program Application for the Triangle Parcel, Lower Silver Creek, located in Summit County, Utah. The parcel is located on the east side of the East Frontage Road of Highway 40 from latitude 40°42'43.32" West, longitude 111°28'53.90" West to latitude 40°42'0.3" North, longitude 111°28'21.12" West, Park City, Utah, 84060. Based on the information included with the application, the UDEQ accepts the site into the Voluntary Cleanup Program (VCP).

Enclosed with this acceptance letter is a standardized Voluntary Cleanup Agreement that the UDEQ is prepared to sign. In order to effectively operate the VCP with the resources available, the UDEQ has standardized the agreement in order to avoid negotiations on a site-specific basis. The Voluntary Cleanup Agreement is simply designed to facilitate a relationship between the parties involved in the interest of characterizing and remediating impacted property in a timely and efficient manner.

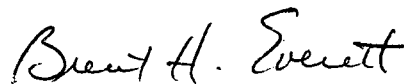
Please note that the VCP is entirely voluntary and, as such, the Applicants may withdraw from the program or terminate the agreement at any time and for any reason in a manner consistent with the statute.

The Environmental Assessment (EA) submitted in conjunction with the VCP Application is currently being reviewed. The UDEQ's comments on the document will be submitted under separate cover in the near future.

It is requested that the enclosed agreement be signed as soon as possible such that the investigation and remediation of the site may proceed as quickly and efficiently as possible. Please send the signed agreement to Joseph Katz of my staff at the letterhead address.

Should you have any questions regarding this letter, the agreement or the voluntary cleanup process, please contact Mr. Katz at (801) 536-4104.

Sincerely,

A handwritten signature in black ink that reads "Brent H. Everett". The signature is written in a cursive style with a large, stylized "B" and "E".

Brent H. Everett, Director
Division of Environmental Response and Remediation

BHE/JHK/eds

Enclosure

cc: Steve Jenkins, Summit County Public Health Department
David Brickey, Summit County Attorney
Kathryn Hernandez, U.S. Environmental Protection Agency, Region VIII
Muhammad Slam, Utah Department of Environmental Quality
Roger Evans, Park City Municipal Corporation (PCMC)
Diane Foster, PCMC
Kathy Harris, AMEC

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

VOLUNTARY CLEANUP PROGRAM AGREEMENT

I. INTRODUCTION

A. This Agreement is entered into voluntarily by Park City Municipal Corporation and Summit County, hereby collectively referred to as "Applicant," and the Executive Director of the Utah Department of Environmental Quality (UDEQ). This Agreement is not and shall not be construed as an admission of any liability under the Utah Solid and Hazardous Waste Act or any other law or as a waiver of any defense to such liability. No approval hereunder or receipt of funds hereby shall be taken as a warranty as to sufficiency or efficacy of the response action. The purpose of this Agreement is to detail the obligations and functions of each party related to the voluntary cleanup process at the Triangle Parcel, Lower Silver Creek, located at Highway 40, Park City, Summit County, Utah ("Site"), Voluntary Cleanup Program (VCP) number C070.

B. The activities conducted by the Applicant under this Agreement are subject to approval by the UDEQ. The activities by the Applicant shall be consistent with this Agreement, all applicable laws and regulations and any appropriate guidance documents. Applicant shall employ sound scientific, engineering and construction practices.

II. STATEMENT OF ELIGIBILITY

A. The Executive Director has determined that the application submitted by the Applicant is complete and that the Applicant is eligible to participate in the VCP established under Title 19, Chapter 8 of the Utah Code. If the Executive Director determines that the Applicant withheld or misrepresented information that would be relevant to the Applicant's eligibility, the Executive Director may exercise the right to withdraw from this Agreement.

III. PARTIES BOUND

A. This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries, and assigns and upon the UDEQ, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this agreement unless the Applicant or the UDEQ withdraws from this Agreement.

B. The Applicant shall provide a copy of this Agreement to any subsequent owners or successors and shall provide written notice to the UDEQ before ownership rights are transferred during the term of this Agreement. The notice of transfer shall include the name, address and telephone number of the purchaser and the anticipated date of the transfer. The notice of transfer

does not constitute a notice of termination unless the intent to terminate is expressly stated. The Applicant shall provide a copy of this Agreement to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Agreement, within fourteen (14) days after the effective date of this Agreement or within 14 days of the date of retaining their services.

C. This Agreement may be assigned to subsequent owners with the discretionary consent of the Executive Director.

IV. DEFINITIONS

A. "Site" shall mean the area described in the VCP application, of which the legal description is attached and incorporated herein as Exhibit A.

V. ADDRESSES FOR ALL CORRESPONDENCE

A. Documents, including workplans, reports, approvals, notifications, disapprovals, and other correspondence to be submitted under this Agreement, may be sent by facsimile, certified mail, return receipt requested, hand delivery, overnight mail or by courier service to the following addresses or to such addresses as the Applicant or the UDEQ may designate in writing.

B. Documents to be submitted to the UDEQ should be sent to:

UDEQ Representative:

Joseph Katz, Project Manager
Division of Environmental Response and Remediation
P.O. Box 144840
195 North 1950 West, 1st Floor
Salt Lake City, Utah 84114-4840

Phone Number: (801) 536-4104
Facsimile Number: (801) 536-4242

C. Documents to be submitted to the Applicant should be sent to:

Applicant Representatives:

Jeff Schoenbacher
Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

and Robert Jasper, County Manager
Summit County
60 North Main Street
Coalville, Utah 84017

Phone Number: (435) 714-1714
Facsimile Number: Not Provided

Phone Number: (435) 336-3200
Facsimile Number: (435) 615-3200

VI. COMPLIANCE WITH APPLICABLE LAWS

A. All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, all Occupational Safety and Health Administration, Department of Transportation and Resource Conservation and Recovery Act and Utah groundwater regulations. In the event of a conflict in the application of federal, state, or local laws, ordinances and regulations, the Applicant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by the UDEQ. Federal requirements shall be followed if they are the more/most stringent. However, as provided in Utah Code Ann. Section 19-8-114, a state or local environmental permit shall not be required, although the Applicant must coordinate with ongoing federal and state hazardous waste programs and must comply with the substantive requirements of an otherwise required state permit. Where it is determined that a permit is required under federal law, the Applicant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. The Applicant shall be responsible for obtaining all federal permits required under federal law, including but not limited to permits required under programs delegated to the State, which are necessary for the performance of any work hereunder.

VII. APPLICABLE STATUTES AND RULES

A. With the exception of the permit requirements identified in paragraph VI.A above, the VCP rules and the rules promulgated pursuant to the statutes identified in Exhibit "B" are specifically designated as being directly applicable for the Site and must be followed. Other statutes and rules may subsequently be designated as applicable by the UDEQ to the extent that conditions discovered at the Site would be governed by such other rules.

VIII. SUBMITTALS AND SCHEDULES

A. The Applicant shall submit a quarterly status report, which details activities completed for the previous quarter and those planned for the upcoming quarter. The Applicant's representative and the UDEQ's representative shall communicate and provide each other with frequent status updates via telephone, written correspondence, e-mail and/or other accepted means such that the parties are aware of the current project status and dates for pertinent activities/milestones, including specific deliverables, field activities and review/project schedules.

B. The schedule for submittals and reviews shall be as follows (NOTE: The time frames and process specified below may be modified or adjusted to meet the objectives of the project with the UDEQ's approval).

Within 45 days of receipt of the UDEQ's Environmental Assessment (EA) review comments, the Applicant shall address the comments and submit to the UDEQ a proposed Site Characterization Workplan (workplan) and schedule for the characterization of the Site and the subsequent delineation of the nature and extent of contamination.

Within 45 days after receipt of the proposed workplan, the UDEQ will approve the proposed workplan in writing or provide the Applicant with comments requesting any further information that may be required to complete the workplan. The parties will work together to finalize the document. The approved workplan should be implemented as soon as possible after the UDEQ acceptance of the document.

In accordance with the project schedule, the Applicant shall submit a Site Characterization Report (report) detailing the results of investigation activities conducted in conjunction with the approved workplan. The Site Characterization Report shall document the investigation activities and include recommendations based upon the results of the characterization.

The UDEQ shall review the Site Characterization Report, agree or disagree with the Applicant's recommendation(s) and provide the Applicant with comments regarding the report. The parties shall work together to finalize the document should changes be necessary. The Applicant may need to submit multiple workplans and reports to document the characterization activities and delineation of the nature/extent of contamination.

If the characterization demonstrates that contaminants have been released on and potentially migrated off Site above Maximum Contaminant Levels (MCLs) or, if MCLs do not exist, other published standards, the Applicant shall adequately delineate the extent of contamination for the purposes of evaluating the risk, managing the on Site and off Site contaminant impact and potentially remediating the impact. The delineation shall be completed in conjunction with the characterization activities and documented in the report.

Upon successful completion of the Site characterization, the parties shall determine if further action(s), including remediation and/or on-going monitoring is necessary for the land use specified in the agreement and any off Site contaminant impact/migration. If further action(s) is warranted, the Applicant shall submit a Remedial Action Plan (RAP) proposing activities to address the contamination and all known areas contributing to the contamination. The decision to remediate and monitor the Site will be evaluated in part based on the risk, the extent of contamination, the contaminants of concern and the applicant's future land use. At a minimum, the RAP shall propose a remedy to address the areas of concern, achieve Site specific cleanup goals and make provisions for public comment on the remedy. The Applicant can choose to conduct a Site specific risk assessment or cleanup to generic screening criteria. Risk-based cleanups are acceptable under the VCP and cleanups are tied to land use. The RAP should be implemented as soon as possible after public comments, if any, have been addressed and the UDEQ accepts the document.

Upon completion of the remedial action(s), the Applicant shall submit a Final Report/Remedial Action Report documenting, among other items, that the RAP was implemented as proposed and that the Site specific cleanup goals have been achieved, the areas of concern have been addressed and the terms of the VCP agreement have been successfully completed. The UDEQ shall work with the Applicant to finalize the document. It is possible that multiple workplans and reports may be necessary to document the voluntary cleanup.

It is acceptable to conduct the assessment and cleanup in a phased approach under the VCP. The objectives of the phased approach should meet the criteria specified in the Agreement. If additional phases are necessary in order to characterize, remediate and document the remediation of the Site and any contaminants that may have been released on and potentially migrated off Site, the Applicant shall submit an additional workplan(s) and schedule(s) to adequately address the contamination for the purposes of completing the voluntary cleanup of the Site. A report(s) shall be submitted after the implementation of each workplan(s) documenting the results of the field activities. The review of the workplan(s) and report(s) shall be conducted as described above and the UDEQ will review and approve all proposed workplans and reports in writing or provide the Applicant with comments requesting further information that may be necessary to complete the documents.

If residual soil and/or groundwater contamination remains at the Site and/or the neighboring property above an established standard or goal after completion of the Applicant's characterization and remedial action, the Applicant shall submit a Site Management Plan (SMP) detailing how the remaining contamination will be managed. Among other items, the SMP should include provisions for risk management, for groundwater monitoring, if necessary, for the continued evaluation of the effectiveness of the remedy and for the development of a Contingency Plan in the event that the proposed remedy is not effective and further corrective actions are necessary to address the contamination. The SMP should also include provisions for continued access to monitor compliance with the terms of the document and to reimburse the UDEQ for oversight costs incurred during the review of pertinent information related to the implementation of the SMP.

The accepted workplan(s), schedule(s) and report(s) as outlined above shall be incorporated as part of this Agreement as set forth herein and shall document the work that the Applicant is proposing in order to characterize, remediate and manage residual contamination at the Site in accordance with the land use established in the Voluntary Cleanup Agreement. The UDEQ will collect split and oversight samples during the terms of this Agreement to evaluate the Applicant's sampling protocol and to confirm the data reported during the characterization, remediation and management phases of the project. The Applicant will be required to pay the oversight costs, among other costs detailed in Section XIII, associated with the sampling, processing, and laboratory analysis.

If one or more of the characterization activities, requirements and/or deliverables described above have been completed prior to the applicant's application to the VCP and entry into an agreement or are not relevant to the project, the parties may proceed to the next general phase of the project with concurrence from the UDEQ.

Upon successful completion of the voluntary cleanup that adequately addresses the contamination, whether on Site and/or off Site, the Applicant will be issued a Certificate of Completion (COC) for the Site consistent with the Definitions section of this Agreement which provides for a liability release to certain applicants under conditions stipulated in the statute. Responsible parties are not eligible for the release of liability accompanying the COC. The COC is transferable under certain conditions allowed by the statute.

C. The Applicant's proposed future land use is described fully below:

The site will consist of a commercial development and undeveloped land. The site, including the undeveloped land, will meet the standards established for Richardson Flats Operable Unit 2.

The land use of the commercial development will be consistent with the industrial/commercial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The industrial/commercial worker exposure scenario is described as; exposure to adults to incidental ingestion and dermal contact to hazardous constituents for a duration of 25 years at a frequency of 250 days/year for 8 hours/day. UDEQ and the applicant anticipate the type of future uses to be limited to commercial/retail and/or industrial uses. The undeveloped land will remain open space.

Commercial industries that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the facility are not anticipated as future uses of the site. Commercial industries that would expose children to hazardous constituents at the site for extended periods of time (such as day care and school facilities) are also not anticipated as future uses of the site. Residential uses are not anticipated. Uses that are not anticipated as stated above would be inappropriate and unacceptable for this site. Additional investigation and possible remediation would be required before the site could be used for unanticipated purposes.

Groundwater will not be accessed via wells, pits or sumps for drinking water, bathing and/or irrigation purposes. If residual soil or groundwater contamination above an established standard or goal remains at the Site or on neighboring properties as a result of a release from the Site, the Certificate of Completion shall require the Applicant to implement and maintain the appropriate monitoring, institutional control and risk management requirements outlined in a Site Management Plan (SMP). A contingency plan will be incorporated into the SMP to ensure that the integrity of the Site will be maintained upon the completion of remedial activities. The contingency plan will also address potential failures of the remedy.

IX. DESIGNATED PROJECT MANAGER

A. On or before the effective date of this Agreement, the UDEQ and the Applicant shall each designate a project manager. Each project manager shall be responsible for overseeing the implementation of this Agreement. The UDEQ project manager will be the UDEQ designated representative for the Site. To the maximum extent possible, communications between the Applicant and the UDEQ and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to the terms and conditions of this Agreement shall be directed through the project managers. During implementation of this Agreement, the project managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each party has the right to change its respective project manager by notifying the other party in writing within five (5) days of the change.

X. ACCESS

A. To the extent that the Site or other areas where work is to be performed hereunder is presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain, or shall use its best efforts to obtain, access agreements from the present owners. Best efforts shall include at a minimum, a certified letter from Applicant to the present owner of such property requesting access agreements to permit Applicant, the UDEQ and their authorized representative's access to such property. Any such access agreements shall be incorporated by reference into this Agreement. Such agreements shall provide access for the UDEQ and authorized representatives of the UDEQ, as specified below. In the event that such access agreements are not obtained, the Applicant shall so notify the UDEQ, which may then, at its discretion, assist the Applicant in gaining access.

B. The Applicant grants authorized representatives of the UDEQ irrevocable access to the Site and other areas where work is to be performed during the period this Agreement is in effect. The UDEQ shall provide the Applicant a list of its authorized representatives. The Applicant shall also permit the UDEQ's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to the subject matter of this Agreement and over which the Applicant exercises control. All persons with access to the site pursuant to this Agreement shall comply with submitted health and safety plans. The UDEQ does not approve health and safety plans.

XI. DISPUTE RESOLUTION

A. This section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted. It should be noted, that the Executive Director or the Applicant may terminate the Agreement as provided for in Section 19-8-109 Utah Code Ann.

B. The parties shall use their best effort to, in good faith, resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the parties are unable to resolve informally, the complaining party may present written notice of such dispute to the other party and set forth specific points of dispute and the position of the complaining party. This written notice shall be submitted no later than five (5) calendar days after the complaining party discovers the project managers are unable to resolve the dispute. The complaining party's project manager shall notify the other party's project manager immediately by phone or other appropriate methods of communication prior to written notice, when he/she believes the parties are unable to resolve a dispute.

C. Within ten (10) days of receipt of such a written notice, the party who received the written notice shall provide a written response to the complaining party setting forth its position and the basis therefore. During the five (5) calendar days following the receipt of the response, the parties shall attempt to negotiate in good faith a resolution of their differences. If during this negotiation period, the party who received the notice of dispute concurs with the position of the complaining party, the party who received the notice of dispute shall notify the complaining party in writing and this Agreement shall be modified to include any necessary extensions of time or variances of work.

D. Following the expiration of the previously described time periods, if no resolution of the disputed issue(s) has been reached, the party who received the written notice of dispute or a designee, shall make a written determination regarding the dispute, based upon and consistent with the terms of this Agreement, and shall provide such written determination to the other party.

E. At this juncture, if dispute resolution fails, and either or both parties exercise their right to withdraw from the Agreement by giving 15 days advance written notice to the other, only those costs incurred or obligated by the UDEQ before notice of termination of the Agreement are recoverable under the Agreement.

XII. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

A. During the term of this Agreement, the UDEQ will not bring an action against Applicant for any violations of statutes or regulations for the specific violations or releases that are being remediated by this Agreement or for costs or injunctive relief relating to the contamination addressed by this Agreement, unless the Applicant withdraws from this Agreement prior to completion of the cleanup. The applicable statute of limitations shall be tolled pending completion of the cleanup or termination of the Agreement. A responsible party who has successfully completed

this Agreement shall be given a Certificate of Completion as provided in Section 19-8-111 of the Utah Code. Non-responsible party Applicants have a release from liability upon issuance of the Certificate of Completion subject to statutory conditions in Utah Code Section 19-8-113.

B. The UDEQ and the Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

C. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action or demands in law or equity which the parties may have against any person, firm, partnership or corporation, not a party to this Agreement for any liability it may have arising out of, or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any materials, hazardous substances, hazardous waste, contaminants or pollutants at, to or from the Site. The parties to this agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other persons and entities who are not parties to this Agreement, and as to each other for matters not covered hereby.

D. The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person other than the UDEQ found to be responsible or liable for contribution, indemnity or otherwise for any amounts which have been or will be expended by the Applicant in connection with the Site.

XIII. ADMINISTRATIVE COSTS

A. The Applicant agrees to reimburse the UDEQ for all of its costs associated with implementation of this Agreement in accordance with Utah Code Ann. Section 19-8-108.

B. The UDEQ will track all costs to the UDEQ for review and oversight activities related to the Site and provide monthly invoices to the Applicant, per this Agreement for said costs. If the UDEQ costs are less than the application fee set forth in the fee schedule the remaining balance in the Site account will not be refunded. The Applicant shall pay these invoiced costs to the UDEQ within 30 days after the date the Applicant receives notice that these costs are due and owing. If payment is not made within thirty days, the UDEQ may request that the attorney general bring action to recover all costs allowed by law.

C. Checks shall be made payable to the Utah Department of Environmental Quality and be mailed along with a transmittal letter stating the Site name, VCP number, and addressed to the Utah Department of Environmental Quality; Division of Environmental Response and Remediation, Attention: Voluntary Cleanup Program, P.O. Box 144840, Salt Lake City, Utah, 84114.

D. In the event that this Agreement is terminated for any reason, the Applicant agrees to reimburse the UDEQ for all costs incurred or obligated by the UDEQ before notice of termination of the Agreement.

XIV. NOTICE OF BANKRUPTCY

A. Upon filing a voluntary bankruptcy petition, the Applicant shall notify the UDEQ of the filing of the petition. In the case of an involuntary bankruptcy petition, Applicant shall give notice to the UDEQ as soon as it acquires knowledge of such petition.

XV. INDEMNIFICATION

A. The Applicant agrees to indemnify and save and hold the State of Utah, its agencies, successors, departments, agents, and employees, harmless from any and all claims, damages, or causes of action arising from, or on account of, the negligent acts or omissions of the Applicant, its officers, directors, principals, employees, receivers, trustees, agents, successors, subsidiaries, and assigns in carrying out the activities pursuant to this Agreement.

XVI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

A. The effective date of this Agreement shall be the date on which this Agreement is signed by the Executive Director of the UDEQ or his/her authorized representative.

B. This Agreement may be amended by mutual agreement of the UDEQ and the Applicant. Amendments shall be in writing and shall be effective when signed by the Executive Director of the UDEQ or his/her authorized representative.

XVII. TERMINATION AND SATISFACTION

A. The provisions of the Agreement shall be satisfied when the UDEQ gives the Applicant written notice in the form of a Final Certificate of Completion that the Applicant has demonstrated to the UDEQ's satisfaction that all terms of this Agreement have been completed, including the selection and implementation of a remedial action, when appropriate.

B. Nothing in the Agreement shall restrict the State of Utah from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from this Site not remediated in accordance with this Agreement.

C. Either party may terminate this Agreement by giving 15 days advance written notice to the other party. The applicant shall remain responsible for all costs reasonably incurred or obligated by UDEQ prior to UDEQ's receipt or issuance of the Notice of Termination.

XVIII. SIGNATURES

APPLICANT:

Park City Municipal Corporation

By: _____
(signature of authorized representative)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the Applicant.

NOTARY PUBLIC

Residing At:

My Commission Expires: _____

APPLICANT:

Summit County

By: _____
(signature of authorized representative)

Name: _____
(print or type)

Date: _____

Title: _____

Company: _____

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the Applicant.

NOTARY PUBLIC

Residing At: _____

My Commission Expires: _____

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

By: _____
(signature of authorized representative)

Name: Brent H. Everett

Date: _____

Title: Director - Division of Environmental
Response and Remediation

STATE OF UTAH)
)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, personally appeared before me,
_____, who duly acknowledged that s/he signed the above
Voluntary Cleanup Agreement as an authorized representative of the UDEQ.

NOTARY PUBLIC

Residing At:

My Commission Expires: _____

List of Attachments:

Exhibit A: Address and Legal Property Description
Exhibit B: List of Applicable Statutes and Rules

EXHIBIT A.
Address and Legal Property Description

The Triangle Parcel, Lower Silver Creek consists of the following-described real property situated in Summit County, State of Utah:

A PARCEL OF LAND SITUATE IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN SUMMIT COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF HIGHWAY 89-40 AND THE NORTH LINE OF SAID SECTION 27; SAID POINT BEING NORTH 89°34'58" WEST, A DISTANCE OF 60.00 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 30°19'00" EAST, A DISTANCE OF 5415.75 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE NORTH 0°09'49" WEST, A DISTANCE OF 4655.34 FEET ALONG SAID EAST LINE OF SECTION 27 TO THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°34'58" WEST, A DISTANCE OF 2720.53 FEET ALONG THE NORTH LINE OF SAID SECTION 27 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED UNDER QUIT CLAIM DEED RECORDED MARCH 29, 2001 AS ENTRY 585428 IN BOOK 1361 AT PAGE 149 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°30'06" WEST 1406.62 FEET ALONG THE NORTH SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°03'08" EAST 445.02 FEET; THENCE NORTH 89°30'36" WEST 543.76 FEET; THENCE NORTH 28°39'23" WEST 509.52 FEET; THENCE SOUTH 89°30'36" EAST 787.71 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM ANY PORTION LYING WITHIN HIGHWAY RIGHT OF WAY CONVEYED UNDER FINAL ORDER OF CONDEMNATION RECORDED JULY 28, 2000 AS ENTRY NO. 569858 IN BOOK 1327 AT PAGE 481 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 57.53 FEET (ALSO GIVEN AS 60.00 FEET BY RECORD, BUT 58.68 FEET BY MEASUREMENT) NORTH 89°40'43" WEST ALONG THE NORTH LINE OF SAID SECTION 27 AND 592.67 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) SOUTH 30°24'51" EAST ALONG THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40 AND 120.26 FEET SOUTH 89°40'43" EAST ALONG SAID NORTH BOUNDARY LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 89°40'23" EAST 207.62 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 9°23'29" WEST 88.88 FEET TO A POINT 30.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID FRONTAGE ROAD KNOWN AS "K" LINE OF SAID PROJECT AT ENGINEER STATION 238+13.94; THENCE NORTH 80°36'31" WEST 161.32 FEET; THENCE NORTH 28°30'18" WEST 71.15 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHEAST QUARTER AND THE EAST HALF OF

SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT AT THE INTERSECTION OF THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT AND THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40, WHICH POINT IS 592.69 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) SOUTH 30°24'51" EAST ALONG SAID NORTHEASTERLY LIMITED-ACCESS LINE 57.53 FEET (ALSO GIVEN AS 60.00 FEET BY RECORD, BUT 58.68 FEET BY MEASUREMENT) NORTH 89°40'43" WEST ALONG THE NORTH LINE OF SAID SECTION 27 AND FROM AND NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 89°40'43" EAST 120.26 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 28°30'18" EAST 71.15 FEET TO A POINT 140.00 PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 190+00.00; THENCE SOUTH 80°36'31" EAST 161.32 FEET TO A POINT 263.93 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 191+03.28; THENCE SOUTH 29°50'48" EAST 396.74 FEET TO A POINT 260.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 195+00.00; THENCE SOUTH 25°20'04" EAST 903.55 FEET TO A POINT 180.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 204+00.00; THENCE SOUTH 30°24'51" EAST 956.15 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE, TO A POINT OF TANGENCY WITH A 23,098.312-FOOT RADIUS CURVE TO THE RIGHT OPPOSITE ENGINEER STATION 213+56.15; THENCE SOUTHEASTERLY 447.34 FEET ALONG THE ARC OF SAID CURVE CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 29°51'34" EAST FOR A DISTANCE OF 447.33 FEET); THENCE SOUTH 23°23'09" EAST 202.47 FEET TO A POINT 160.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 220+00.00; THENCE SOUTHEASTERLY 402.78 FEET ALONG THE ARC OF A 23,078.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 28°18'16" EAST FOR A DISTANCE OF 402.78 FEET); THENCE SOUTH 24°42'41" EAST 201.60 FEET TO A POINT 150.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 226+00.00; THENCE SOUTHEASTERLY 603.94 FEET ALONG THE ARC OF A 23,068.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 26°33'16" EAST FOR A DISTANCE OF 603.92 FEET); THENCE SOUTH 36°54'47" EAST 102.67 FEET TO A POINT 170.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 233+00.00; THENCE SOUTHEASTERLY 359.71 FEET ALONG THE ARC OF A 23,088.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 25°06'30" EAST FOR A DISTANCE OF 359.71 FEET) TO THE EAST LINE OF SAID SECTION 27; THENCE SOUTH 0°03'08" EAST 29.15 FEET ALONG SAID EAST LINE TO SAID NORTHEASTERLY LIMITED-ACCESS LINE; THENCE NORTH 30°24'51" WEST 4827.97 FEET ALONG SAID NORTHEASTERLY LIMITED-ACCESS LINE TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR A FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH LINE OF SAID SECTION 27 AT A POINT 30.00 FEET RADially DISTANT NORTHEASTERLY FROM THE CENTER OF SAID FRONTAGE ROAD KNOWN AS "K" LINE OF SAID PROJECT, WHICH POINT IS 152.99 FEET, SOUTH 89°34'58" EAST. (WHICH EQUALS HIGHWAY BEARING SOUTH 89°40'43" EAST) ALONG SAID NORTH LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTHEASTERLY 31.38 FEET ALONG THE ARC OF A 1,402.39-FOOT RADIUS CURVE TO THE LEFT TO A POINT 30.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CENTER LINE AT ENGINEER STATION 231+15.05 (NOTE: CHORD TO SAID CURVE BEARS

SOUTH 27°51'50" EAST FOR A DISTANCE OF 31.37 FEET); THENCE SOUTH 28°30'18" EAST 426.08 FEET ALONG A LINE PARALLEL TO SAID CENTER LINE; TO A POINT OF TANGENCY WITH A 270.00-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 155.71 FEET ALONG THE ARC OF SAID CURVE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 45°01'35" EAST FOR A DISTANCE OF 153.56 FEET); THENCE NORTH 89°40'43" WEST 118.33 FEET; THENCE NORTH 28°30'18" WEST 529.18 FEET; THENCE NORTH 30°24'51" WEST 52.56 FEET TO SAID NORTH LINE; THENCE SOUTH 89°40'43" EAST 70.89 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 89°40'43" EAST 82.10 FEET ALONG THE NORTH LINE OF SAID SECTION 27 TO A POINT 160.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 30°24'51" EAST 52.65 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT OPPOSITE ENGINEER STATION 184+00.00; THENCE SOUTH 28°30'18" EAST 529.18 FEET; THENCE NORTH 89°40'43" WEST 120.26 FEET TO THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40; THENCE NORTH 30°24'51" WEST 592.67 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) ALONG SAID NORTHEASTERLY LIMITED-ACCESS LINE TO SAID NORTH LINE; THENCE SOUTH 89°40'43" EAST 60.00 FEET (BY RECORD, BUT 58.68 FEET BY MEASUREMENT) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR A FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER, THE SOUTH HALF OF NORTHEAST QUARTER AND THE EAST HALF OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 57.53 FEET (ALSO GIVEN AS 60.00 FEET BY RECORD, BUT 58.68 FEET BY MEASUREMENT) NORTH 89°40'43" WEST ALONG THE NORTH LINE OF SAID SECTION 27, 592.67 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) SOUTH 30°24'51" EAST ALONG THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40 AND 327.88 FEET SOUTH 89°40'43" EAST ALONG SAID NORTH BOUNDARY LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 9°23'29" WEST 88.88 FEET TO A POINT 263.93 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 191+03.28; THENCE SOUTH 29°50'48" EAST 396.74 FEET TO A POINT 260.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 195+00.00; THENCE SOUTH 25°20'04" EAST 903.55 FEET TO A POINT 180.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 204+00.00; THENCE SOUTH 30°24'51" EAST 956.15 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE, TO A POINT OF TANGENCY WITH A 23,098.312-FOOT RADIUS CURVE TO THE RIGHT OPPOSITE ENGINEER STATION 213+56.15; THENCE SOUTHEASTERLY 447.34 FEET ALONG THE ARC OF SAID CURVE CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 29°51'34" EAST FOR A DISTANCE OF 447.33 FEET); THENCE SOUTH 23°23'09" EAST 202.47 FEET TO A POINT 160.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 220+00.00; THENCE SOUTHEASTERLY 402.79 FEET ALONG THE ARC OF A 23,078.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 28°18'16" EAST FOR A DISTANCE OF 402.79 FEET); THENCE SOUTH 24°42'41" EAST 201.60 FEET TO A POINT 150.00 FEET RADially DISTANT NORTHEASTERLY

FROM SAID CONTROL LINE AT ENGINEER STATION 226+00.00; THENCE SOUTHEASTERLY 603.93 FEET ALONG THE ARC OF A 23,068.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 26°33'16" EAST FOR A DISTANCE OF 603.91 FEET); THENCE SOUTH 36°54'47" EAST 102.67 FEET TO A POINT 170.00 FEET RADIALLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 233+00.00; THENCE SOUTHEASTERLY 359.68 FEET ALONG THE ARC OF A 23,088.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 25°06'30" EAST FOR A DISTANCE OF 359.67 FEET) TO THE EAST LINE OF SAID SECTION 27 AT A POINT 703.62 FEET NORTH 0°03'08" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 0°03'08" WEST 237.72 FEET ALONG SAID EAST LINE TO A POINT 270.00 FEET RADIALLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE; THENCE NORTHWESTERLY 145.11 FEET, MORE OR LESS, ALONG THE ARC OF A 23,188.31-FOOT RADIUS CURVE TO THE LEFT, TO A POINT OPPOSITE ENGINEER STATION 233+00.00 (NOTE CHORD TO SAID CURVE BEARS NORTH 25°22'31" WEST FOR A DISTANCE OF 145.11 FEET); THENCE NORTH 27°18'30" WEST 910.40 FEET TO A POINT 260.00 FEET RADIALLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 224+00.00; THENCE NORTHWESTERLY 404.54 FEET ALONG THE ARC OF A 23,178.312-FOOT RADIUS CURVE TO THE LEFT, CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS NORTH 28°18'16" WEST FOR A DISTANCE OF 404.53 FEET); THENCE NORTH 23°24'36" WEST 203.34 FEET TO A POINT 280.00 FEET RADIALLY DISTANT NORTHEASTERLY 449.31 FEET ALONG THE ARC OF A 23,198.312-FOOT RADIUS CURVE TO THE LEFT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVES BEARS NORTH 29°51'34" WEST FOR A DISTANCE OF 449.30 FEET) TO A POINT 280.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 213+56.15; THENCE NORTH 30°24'51" WEST 956.15 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE; THENCE NORTH 25°20'04" WEST 903.55 FEET TO A POINT 360.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 195+00.00; THENCE NORTH 29°50'48" WEST 439.14 FEET TO SAID NORTH BOUNDARY LINE; THENCE NORTH 89°40'43" WEST 50.64 FEET ALONG SAID NORTH BOUNDARY LINE TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 89°40'43" EAST 82.10 FEET ALONG THE NORTH LINE OF SAID SECTION 27 TO A POINT 160.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 30°24'51" EAST 52.65 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT OPPOSITE ENGINEER STATION 184+00.00; THENCE SOUTH 28°30'18" EAST 529.18 FEET; THENCE NORTH 89°40'43" WEST 120.26 FEET TO THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40; THENCE NORTH 30°24'51" WEST 592.67 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) ALONG SAID NORTHEASTERLY LIMITED-ACCESS LINE TO SAID NORTH LINE; THENCE SOUTH 89°40'43" EAST 60.00 FEET (BY RECORD, BUT 58.68 FEET BY MEASUREMENT) ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

A PARCEL OF LAND IN FEE FOR A FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF AN EXPRESSWAY KNOWN AS PROJECT NO. 019, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN NORTHWEST QUARTER OF NORTHEAST QUARTER, THE SOUTH HALF OF NORTHEAST QUARTER AND THE EAST HALF OF SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 57.53 FEET (ALSO GIVEN AS 60.00 FEET BY RECORD, BUT 58.68 FEET BY MEASUREMENT) NORTH 89°40'43" WEST ALONG THE NORTH LINE OF SAID SECTION 27, 592.67 FEET (BY RECORD, BUT 592.02 FEET BY MEASUREMENT) SOUTH 30°24'51" EAST ALONG THE NORTHEASTERLY LIMITED-ACCESS LINE OF THE EXISTING U.S. HIGHWAY 40 AND 327.88 FEET SOUTH 89°40'43" EAST ALONG SAID NORTH BOUNDARY LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 9°23'29" WEST 88.88 FEET TO A POINT 263.93 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER STATION 191+03.28; THENCE SOUTH 29°50'48" EAST 396.74 FEET TO A POINT 260.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 195+00.00; THENCE SOUTH 25°20'04" EAST 903.55 FEET TO A POINT 180.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 204+00.00; THENCE SOUTH 30°24'51" EAST 956.15 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE, TO A POINT OF TANGENCY WITH A 23,098.312-FOOT RADIUS CURVE TO THE RIGHT OPPOSITE ENGINEER STATION 213+56.15; THENCE SOUTHEASTERLY 447.34 FEET ALONG THE ARC OF SAID CURVE CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 29°51'34" EAST FOR A DISTANCE OF 447.33 FEET); THENCE SOUTH 23°23'09" EAST 202.47 FEET TO A POINT 160.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 220+00.00; THENCE SOUTHEASTERLY 402.79 FEET ALONG THE ARC OF A 23,078.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 28°18'16" EAST FOR A DISTANCE OF 402.79 FEET); THENCE SOUTH 24°42'41" EAST 201.60 FEET TO A POINT 150.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 226+00.00; THENCE SOUTHEASTERLY 603.93 FEET ALONG THE ARC OF A 23,068.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 26°33'16" EAST FOR A DISTANCE OF 603.91 FEET); THENCE SOUTH 36°54'47" EAST 102.67 FEET TO A POINT 170.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 233+00.00; THENCE SOUTHEASTERLY 359.68 FEET ALONG THE ARC OF A 23,088.312-FOOT RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 25°06'30" EAST FOR A DISTANCE OF 359.67 FEET) TO THE EAST LINE OF SAID SECTION 27 AT A POINT 703.62 FEET NORTH 0°03'08" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 0°03'08" WEST 237.72 FEET ALONG SAID EAST LINE TO A POINT 270.00 RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE; THENCE NORTHWESTERLY 145.11 FEET, MORE OR LESS, ALONG THE ARC OF A 23,188.31-FOOT RADIUS CURVE TO THE LEFT, TO A POINT OPPOSITE ENGINEER STATION 233+00.00 (NOTE: CHORD TO SAID CURVE BEARS NORTH 25°22'31" WEST FOR A DISTANCE OF 145.11 FEET); THENCE NORTH 27°18'30" WEST 910.40 FEET TO A POINT 260.00 FEET RADially DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 224+00.00; THENCE NORTHWESTERLY 404.54 FEET ALONG THE ARC OF A 23,178.312-FOOT RADIUS CURVE TO THE LEFT, CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVE BEARS NORTH 28°18'16" WEST FOR A DISTANCE OF 404.53 FEET); THENCE NORTH 23°24'36" WEST 203.34 FEET TO A POINT 280.00 FEET RADially DISTANT NORTHEASTERLY 449.31 FEET ALONG THE ARC OF A 23,198.312-FOOT RADIUS CURVE TO THE LEFT CONCENTRIC WITH SAID CONTROL LINE (NOTE: CHORD TO SAID CURVES BEARS NORTH 29°51'34" WEST FOR A DISTANCE OF 449.30 FEET) TO A POINT 280.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FROM SAID CONTROL LINE AT ENGINEER STATION 213+56.15; THENCE NORTH 30°24'51" WEST 956.15 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE; THENCE NORTH 25°20'04" WEST 903.55 FEET TO A POINT 360.00 FEET PERPENDICULARLY DISTANT NORTHEASTERLY FOR SAID CONTROL LINE AT ENGINEER STATION 195+00.00; THENCE NORTH 29°50'48" WEST 439.14 FEET TO SAID NORTH BOUNDARY LINE; THENCE NORTH 89°40'43" WEST 50.64 FEET ALONG SAID NORTH BOUNDARY LINE TO THE POINT OF BEGINNING.

EXHIBIT B.
List of Applicable Statutes and Rules

Utah Code Ann. 19-6-401 et seq. (Underground Storage Tank Act and rules promulgated there under (Utah Admin Code R310))

Utah Code Ann. 19-6-101 et seq. (Solid and Hazardous Waste Act and rules promulgated there under (Utah Admin Code R 315))

Utah Code Ann. 19-5-101 et seq. (Water Quality Act and rules promulgated there under (Utah Admin Code R317))

Utah Code Ann. 19-2-101 et seq. (Utah Air Quality Act and rules promulgated there under (Utah Admin Code R307))

Utah Code Ann. 57-25-101 et seq. (Uniform Environmental Covenants Act)

40 CFR Part 50 subpart M (Clean Air Act) Asbestos Containing Material

40 CFR Part 50 subpart FF (Clean Air Act) Treatment of Benzene Contaminated Wastes

National Contingency Plan, 40 CFR §§ 300.1 *et seq* . (The Applicant and the Department acknowledge that the Department does not have regulatory authority over the NCP. Nonetheless, the Applicant intends to comply with the NCP and to self police its compliance. The Department intends to cooperate with the Applicant in its efforts to comply with the NCP.)

Summit County, Utah, Ordinance No. 692: "An Ordinance Requiring Establishing the Lower Silver Creek Soils Temporary Overlay Zone to Inform the Citizens and Property Owners of the Presence of Impaired Soils and Water and to Require Soils Study and Remediation."